

1005 N 3900 W Fillmore
Tower Agreement
8/14/18
10 year term

TOWER SITE AGREEMENT

Lessor leases to Lessee, the site described below:

Site location is at 1005 North 3900 West Fillmore Utah

- o Space for 40 foot pole
- o Electrical Service

In the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Lessee, source of electric and telephone facilities. The Site will be used by Lessee for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service system facility, including, without limitation, antenna equipment, cable wiring, related fixtures and, if applicable to the Site, an antenna structure. Lessee will use the Site in a manner which will not unreasonably disturb the occupancy of Lessor's other tenants. Lessee will have unrestricted access to the Site 24 hours per day, 7 days per week.

1. **Term.** The term of this Agreement (the "Initial Term") is ten (10) years, commencing on date both Lessee and Lessor have executed this Agreement. This Agreement will automatically renew for one (1) term unless notified in writing within 30 days of expiration of initial term by either party.
2. **Compensation.** Compensation (as hereinafter defined) will commence upon installation of Lessee's Antenna Facilities, (the "Compensation Commencement Date"). Thereafter, Lessee will provide at no cost to Lessor, one 50Mbps Internet service, and one 10Mbps Internet service including the Radio Modem Rental and all install costs.
3. **Title and Quiet Possession.** Lessor represents and agrees (a) that it is the Lessor of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Lessee is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period; (e) that Lessor shall not have unsupervised access to the Site or to the equipment; and (f) that Lessor will upon sale or transfer of the underlying property, provide an assignment letter to Lessee that instructs Lessee to make future compensation rights to the transferee. Lessor further agrees to defend, indemnify and assume all liability for failure to provide Lessee with proper transfer information or required documentation pertaining to subsequent Lessor.
4. **Assignment/Subletting.** Lessee shall not have the right to sublease and/or assign its rights under this Agreement without notice to and consent of Lessor.
5. **Notices** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested or sent by recognized overnight carrier to the addresses specified below. Notices, requests, demands and other communications

may also be given by facsimile transmission, provided that notice is concurrently given by one of the above methods. Communication by electronic or computerized mail shall not be accepted as effective notice under this Agreement. Notices to Lessee must be sent to the address shown underneath Lessee's signature. Notices to Lessor must be sent to the address shown underneath Lessor's signature.

6. **Improvements.** Lessee may, at its expense, make such improvements on the Site, as it deems necessary from time to time, for the operation of the facility. Upon termination or expiration of this Agreement, Lessee shall remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.
7. **Compliance with Laws.** Lessor represents that Lessor's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Lessee will substantially comply with all applicable laws relating to its possession and use of the Site.
8. **Interference.** Lessee will resolve technical interference problems with other equipment located at the site on the commencement date or any equipment that becomes attached to the site at any future date when Lessee desires to add additional equipment to the site. Subsequent users: Lessor will not permit or suffer the installation of any future equipment, which (a) results in technical interference problems with Lessee's then existing equipment, (b) encroaches onto the site, or (c) shall not permit the use of any portion of Lessor's property by any subsequent users following installation of Lessee's facilities in a way which materially interferes with the rights of Lessee hereunder.
9. **Utilities.** Lessor will provide electrical service, Lessee will pay for all other utilities used by it at the site if needed.
10. **Indemnity.** Lessor and Lessee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the Lessorship, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.
11. **Insurance.** Lessee will procure and maintain commercial general liability insurance, with limits of not less than One Million Dollars combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Lessor within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Lessor. Each party hereby waives its right of recovery against the other for any property loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any property loss or damage covered by such policy.
12. **Maintenance.** Lessee will be responsible for repairing and maintaining the tower site and facility and any other improvements installed by Lessee at the Site in a

proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Lessor, its agents or employees, Lessor shall reimburse Lessee for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto. Lessor will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

13. **Authority.** Each party hereby represents and warrants to the other that the undersigned person is duly authorized to execute this Lease Agreement by and on behalf of such party.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A (Site Description)

LESSOR: Kyle Swallow
1055 North 3900 West
Fillmore Utah 84631

LESSEE: CentraCom
Attn: Contracts
PO Box 7
Fairview, UT 84629

EXHIBIT A: Site Description

1005 North 3900 West Fillmore Utah

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

LESSOR: 

LESSOR TITLE: Land Owner

DATE: 7-30-2018

LESSEE: 

LESSEE TITLE: UP

DATE: 8/14/18